



RFP Information

RFP No. 1334
Court Video/Audio Recording and Management System
Issue Date: June 17, 2014
Closing Date: July 14, 2016

Contact

Jason Buckingham
Phone: 253-798-3397
Email: jbuckin@co.pierce.wa.us

Vendor Information

Firm Name: _____
Contact Name: _____
Address: _____
City: _____ State _____ Zip _____
Phone: _____ Fax: _____
E-Mail: _____

Return Proposals by 4:00pm, July 14, 2014 to:

Pierce County Purchasing
615 South 9th Street, Suite 100
Tacoma, WA 98405
Phone: 253-798-7456

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SUBMITTAL DUE DATE

To be eligible for consideration, four (4) hard copies and one (1) electronic copy, in pdf format, on CD of a vendor's response to this Request for Proposals (hereafter called "response" or "proposal") must be received by the Pierce County Purchasing Department, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673 no later than close of business, 4:00 PM, July 14, 2014. The response must be submitted in a sealed envelope with the vendor's name, Request for Proposals Number and the due date clearly identified on the outside.

GENERAL INFORMATION

With a population of over 813,000 within its borders, Pierce County is the second most populous county in Washington State. Its total land area is 1,794 square miles and has a unique topographic profile ranging from sea level at Puget Sound to 14,411 feet at the peak of Mt. Rainier. The County serves over 382,000 citizens in unincorporated regions and provides responsive services to its community to address current and future needs. Pierce County utilizes technology to manage information, automate business processes, serve the public and lower the cost of government. The technology serves 24 county departments and includes commercial software applications, including Software-as-a-Service, and custom developed software applications.

The mission of Pierce County District Court, as an independent and impartial branch of government, is to promote respect for law, society and individual rights; provide open, accessible and effective forums for dispute resolution; resolve legal matters in a just, efficient and timely manner and assure the dignified and fair treatment of all parties. Pierce County District Court is a court of limited jurisdiction hearing the following cases:

- Traffic and non-traffic infractions
- Criminal and criminal-traffic misdemeanors and gross misdemeanors
- Civil matters for damages for injury to individuals or personal property and contract disputes no greater than \$75,000
- Civil claims ('small claims'), for recovery of money not to exceed \$5,000
- Name changes
- Anti harassment protection orders
- Stalking protection orders

It is the mission of the Pierce County Superior Court to:

- Actively manage the business of the court so as to provide for fair, prompt and efficient resolution of disputes
- Maintain independence and parity as an equal branch of government
- Provide due process and individual justice in each case

The mission of the Pierce County Juvenile Court is to provide equal justice for those children who come before us, to advocate for those children who have no advocate, and to provide leadership in the field of juvenile corrections and rehabilitation.

DESCRIPTION OF PROJECT

The use of video technology in Pierce County Courts is a mission critical system. The courts primarily use video for in-custody arraignment hearings and Superior Court performance evaluations. The mission critical nature of the video technology requires system reliability, fault tolerance, uninterrupted recording and redundancy to avoid court delays due to problems with the video system. The County uses cloud technologies and vendors should fully describe the Software-as-a-Service offerings if available.

The existing court video system is 10 years old and will be retired. The County has a 2 year old CourtSmart audio system ((CourtSmart Client software version *v4.7i (47100)*, *v4.7k (52150)* and *v4.8 (25240)*) that is synced with the current video system and must integrate with any proposed solution or be replaced by a proposed solution.

The purpose of this RFP is to evaluate and select a vendor solution to replace Pierce County's video/audio recording system. Currently the video system is dependent upon the CourtSmart Audio system to provide audio transport to the jail, a public address system/speakers throughout the courtroom, and audio recording. Proposed solutions must integrate with the existing hardware or include sufficient hardware to meet all requirements.

Vendors with experience with Court video systems are also encouraged to propose solutions to best use video for other Law and Justice business processes.

EXPECTED TERM OF RESULTING AGREEMENT

The initial contract period shall be from September 1, 2014 to December 31, 2015, unless sooner terminated as provided elsewhere in the Agreement. The contract shall be renewed for four (4) additional one year terms, unless either party gives notice of non-renewal not less than sixty (60) days prior to the expiration of any one year term.

CONTACT

Jason Buckingham
615 S. 9th ST, Suite 300, Tacoma, WA 98405
jbuckin@co.pierce.wa.us

SCOPE OF WORK

Pierce County's current digital audio recording server is two years old and the microphones, speakers and other equipment are 10+ years old. These do not need to be replaced; however, it is understood that a turnkey audio/video system could offer efficiencies and vendors should recommend a replacement if the proposed system would be cost effective.

The detailed requirements listed in the table below only address the video portion of the video arraignment requirements and it is required that any submitted video proposals can seamlessly integrate with the County's existing audio system. However, proposals that include both audio and video solutions will be considered if they meet the County's video and audio requirements.

	Description	Can Vendor Meet (Y/N)	Vendor Comments
1	REQUIREMENTS FOR DISTRICT COURT VIDEO ARRAIGNMENT		
1.1	<p>Video broadcast is required in eight (8) District Court courtrooms with three cameras in each courtroom</p> <p>a. Judge, Prosecutor/Defense, Gallery</p> <p>Video broadcast is required in three (3) Jail arraignment rooms with one camera in each room</p> <p>a. Defendant</p> <p>Any of the eight District Court Courtrooms must be able to connect to any of the three jail rooms. If there is a current connection, that connection cannot be broken by another courtroom's attempt to access the Jail room.</p> <p>Connection can be manually initiated or severed from an administrative panel.</p>		
1.1.A	<p>Video display is required in eight (8) District Court courtrooms with four displays (two monitors and two PCs) and the ability to view the jail video in each courtroom</p> <p>b. Monitors: Prosecutor/Defense, Gallery</p> <p>c. PC Viewing: Judge, Judicial Assistant</p> <p>Video display is required in three (3) Jail arraignment rooms with one monitor in each room which displays the video feed of all four (4) camera</p> <p>b. This quad display shows judge, gallery, Prosecutor/Defense, Defendant (jail)</p>		
1.2	<p>Fault tolerance and uninterrupted audio recording and video broadcast for video arraignments</p> <ul style="list-style-type: none"> • Video will not be recorded, saved, or archived in most cases • Audio is saved and archived 		
1.3	<p>Audio and video must be in sync and there must be zero lag/delay between audio and video</p>		
	Description	Can Vendor Meet (Y/N)	Vendor Comments

1.4	Audio and video must be displayed in real-time so jail's experience is same as if they were in the courtroom		
1.5	<i>Nice to Have:</i> Be able to display and archive video from patrol car and associated it with court recording.		
1.6	<p>Judge and Judicial Assistant need ability to switch camera feed to a DVD or Evidentiary feed</p> <ul style="list-style-type: none"> a. Both Jail and Courtroom will see the Evidentiary/DVD feeds instead of the live Jail/Courtroom feeds when Evidentiary/DVD feeds are active <ul style="list-style-type: none"> o DVD and Evidentiary feeds can include video with audio, presentations, photos, etc. 		
1.7	<p>Ability to easily disable/turn-off video/Audio feed on demand as needed</p> <ul style="list-style-type: none"> a. Needs ability for easy on/off functionality for both Judge and Judicial Assistant (<u>one-click</u> instant on/off functionality) b. Need ability to turn on/off video/audio to jail c. Solution must include a privacy phone or method for the courtroom and the defendant to communicate privately d. Defense attorney in the jail must to be able to mute audio from the jail to enable the attorney to have confidential communication with client e. Mute 'Status' should be visible to Judge 		
1.7.A	Audio recording in the Courtroom must always be on when the Court is in session		
1.8	<p>Need to display multiple feeds at one time</p> <ul style="list-style-type: none"> a. Jail shows all camera feeds (judge, attorney table, gallery, and defendant) b. Courtroom needs to see one feed (Jail) but on several screens/TVs <ul style="list-style-type: none"> o Note: Depending on the size of their stations in a courtroom, Judges and JAs might view the video feed on their computer monitor or a separate TV/screen. The solution must be able to quickly integrate with both. 		

	Description	Can Vendor Meet (Y/N)	Vendor Comments
1.9	Solution needs to be flexible and 'moveable' to support upcoming building remodel		
1.10	Portable Audio System - If proposing a replacement to the existing audio recording system, a portable Audio System is required for when the system fails or when needed in a municipal courtroom. <i>Nice to Have:</i> If existing District Court Courtrooms are moved to new facilities, portability of the system is a consideration.		
1.11	Delivered Reports – If proposing a replacement to the existing audio recording system, the system must include delivered reports that allow users to report on information about the audio (metadata and use). a. Vendors shall provide details on the metadata that is automatically captured with each audio session.		
1.12	<i>Nice to Have</i> – Ability to display video from court to other locations where family or other interested parties may view remotely		
1.13	<i>Nice to Have</i> – Portable Video System for backup/ redundancy purposes		
2	REQUIREMENTS FOR SUPERIOR COURT and JUVENILE COURT		
2.1	Audio required in 11 courtrooms Video required in 5 courtrooms to assist with performance evaluations for Court Commissioners.		
2.2	Solution needs to be expandable to accommodate a few additional court rooms in the future		
2.3	Minimum requirement of 2 cameras in each courtroom a. Commissioner and Attorneys o Note: One Courtroom could use 4 cameras		
2.4	Video needs to work seamlessly with existing CourtSmart audio ((CourtSmart Client software version v4.7i (47100), v4.7k (52150) and v4.8 (25240)) or vendor needs to provide a solution for to integrate their video solution with this existing system or replace both the video and audio.		

	Description	Can Vendor Meet (Y/N)	Vendor Comments
2.5	<p>Audio and video is recorded approximately 10 times a year for a Commissioners performance review</p> <ul style="list-style-type: none"> a. Ability to record video and audio on demand as they do not need to record at all times b. Requires the ability to turn on/record audio and video without the Commissioner/Court Room being alerted (i.e. no red-lights on the camera) c. The process of turning on and recording the audio and video should be synced (i.e. the process of turning on the audio should not be a separate process to that of turning on the video) 		
2.6	<p><i>Nice to Have</i> - Ability to tag video with metadata (date/time/free text/case number, etc)</p> <p>Note: If proposing a replacement to the existing audio recording system then the current ability to tag audio with metadata (date/time/free text/case number, etc) must be retained.</p>		
2.6.A	<p><i>Nice to Have</i> – Ability to attach/associate and store testimony documents, presentations or exhibits with the video file.</p>		
2.7	<p><i>Nice to Have</i> – Ability to expand system to additional locations for video arraignments</p>		
2.8	<p>If proposing a replacement to the existing audio recording system, – Vendors must describe the system features and functionality to aid transcription of the court proceeding.</p>		
3	<p>HARDWARE AND SYSTEM ARCHITECTURE REQUIREMENTS</p>		
3.1	<p>User Security – system must provide secure access to the system.</p> <ul style="list-style-type: none"> a. Highly desired for the system to be able to integrate with Active Directory b. Various levels of security should be described c. Cases can be “sealed” to allow only limited access 		

	<p>a. Solution must allow for the ability to assign an 'End-Date' to each 'sealed' case</p> <p>b. Once the 'End-Date' has been reached, the case should no longer have limited access</p>		
	Description	Can Vendor Meet (Y/N)	Vendor Comments
3.2	Data Security – system must provide secure storage of the recorded data.		
3.3	Describe the system architecture. How the database servers and application servers are configured for fault tolerant, query and management. If the proposed solution is a SAAS, please describe the platform, location of the data center and specifics about the services.		
3.4	Data compression. Vendors shall describe the compression technology and the packet sizes for an hour of video with audio to assess network impact.		
3.5	Data archiving. Vendors shall describe the data archiving technology included in the system. Data archiving to cloud-based storage is desired as well as data archiving to DVD.		
3.6	Data retrieval: If proposing a replacement to the existing audio recording system, Vendors must describe the video/audio retrieval technology that would allow transcription of the court proceeding after the event.		
3.7	Data Search: If proposing a replacement to the existing audio recording system, Vendor shall describe how court proceedings can be searched for by any combination of case number, parties, attorneys, judge or any other session notes.		
3.8	System and Data Integration: Vendors shall describe the system's capability to integrate with other systems. Use of an open API, web services and other open standards is desired.		
3.9	System Alerts: System should provide alerts if the video feed or audio malfunctions. Alerts can include text messages, emails or notifications in the management system.		
	Description	Can Vendor Meet (Y/N)	Vendor Comments

4	SUPPORT AND MAINTENANCE REQUIREMENTS		
4.1	Video Arraignment solution requires 100% uptime during court hours. Vendors shall describe the technical solution for providing high availability.		
4.2	On-going Support from Vendor <ul style="list-style-type: none"> a. Equipment must use standard parts and spare parts must be available for immediate repair (Less than 24 hours) b. Vendor must be available for immediate remote support at all times during Pierce County's business hours – Monday-Friday, 8:00 am – 5:00 pm PST 		
4.3	Vendor must supply the Courts an Admin Panel which provides remote admin functionality such as remote reboot capability		
4.4	Solution should have at least a 5-10 year effective lifecycle		
5	TRAINING REQUIREMENTS		
5.1	Vendor will provide onsite training as part of the implementation project.		
5.2	Vendor will also provide web-based training sessions. Web-based training sessions can include live or recorded webinars.		

TIMELINES

1. Question must be submitted, in writing, to the contact listed above no later than 4:00 p.m. on June 30, 2014.
2. Proposals must be received by the Purchasing Department not later than 4:00 p.m., July 14, 2014 to be considered.
3. Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews may be held with the top three proposers commencing on July 21, 2014.
4. The estimated date of contract execution is August 29, 2014.

ADDITIONAL REQUIREMENTS FOR SUBMITTAL

Vendors will provide the following information in numbered order in their proposals and respond to the questions:

1. Name, local address, and phone number of the firm proposed for this contract.
2. The names and number of years the firm has been in business under current or previous names or additional assumed business names.
3. The name, resume and email address of each individual assigned to this project and the individual assigned to backup the primary person in his/her absence and similar information concerning each individual to be provided by subcontract.
4. The name and title of the person authorized to execute a contract on behalf of the firm.
5. A statement outlining any exceptions to the County's requirements or clarifications to the requirements.
6. Any additional services or procedures of benefit to the County not specifically required herein, which the Contractor offers to provide.
7. References listing customers with similar systems or volume requirements.
8. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past three (3) years against the proposer.
9. Note the extent, if any, to which the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal, State or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past three (3) years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past three (3) years.
10. Vendor shall complete and submit the functional matrix in the Scope of Work. Please identify any requirements that cannot be met by the system.
11. Vendors may further describe or provide additional information about the proposed software solution and services as it applies to the Scope of Work.
12. Vendors shall answer the following questions:
 - a. Describe and quantify the hardware requirements (Virtual Machines or servers), database management system, and other components needed to operate the system.
 - b. Describe the cameras and audio devices (microphones) supported by the system and identify which are preferred equipment for the system.
 - c. Describe the software implementation and training process for the system.
 - d. Provide a timeline for the implementation of the system include system planning, design, testing, training and go-live.

13. Costs and Compensation: Vendors shall use the following chart to document system costs.

Video & Audio							
				Production			
	CATEGORY	# of Cameras	Cost to Implement (2014)	Year 1 - Annual Cost (2015)	Year 2- Annual Cost (2016)	Year 3 - Annual Cost (2017)	Year 4 - Annual Cost (2018)
1	Video Software Define licensing assumptions						
2	Audio Software Define licensing assumptions						
3	Professional Services for Design and Integration						
4	Video cameras						
5	Audio components						
6	Installation						
	Portable system						
7	Training						
8	Maintenance and Upgrades						
9	Additional Support or Consulting after Go-Live						
10	Additional Software Services						
	Grand Total						

14. In addition to any specific requirements requested in this proposal, the following documents must be completed and submitted with the proposal:

- A. Required Signature Page for Proposal
- B. Subcontractors Participation Form (Exhibit C)
- C. Certification of Nonsegregated Facilities and Non-collusion Affidavit and Debarment Affidavit (Exhibit C)
- D. Personnel Workforce Data Form (Exhibit C)
- E. E-Verify Declaration (Exhibit C)

EVALUATION CRITERIA

Matters relating to qualification to meet the County's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. Actual prices may be used to select successful offerors, and pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a proposal is selected, the County expects to negotiate the details of work to be performed based upon the proposal and the County's needs and appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with others to obtain an appropriate contract for needed services.

Firms will be evaluated on the following criteria:

1. The ability of the firm to service this account based on the contemplated scope of work and volume of business.
2. The experience of the firm, length of time in business and other matters relating to relevant experience.
3. Experience of the individuals assigned to this account.
4. Appropriateness and flexibility of pricing arrangements.
5. References either submitted with the proposal or known to the County.
6. The firm's approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters.
7. Past performance with work provided to the County.
8. Other information as appropriate.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all proposals to provide services to Pierce County:

1. Pierce County expressly reserves the following rights:
 - a. To reject any and/or all irregularities in the proposals submitted.
 - b. To reject any or all proposals or portions thereof.
 - c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.
2. All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in the RFP. The name and address of the vendor must appear on the envelope. The outside must state the RFP title and number and the RFP due date and time.
3. The RFP must be signed with ink by an authorized individual of the company empowered to act in that capacity before a contract will be negotiated.
4. Any proposal or modification received after the hour and date specified may be returned unopened.
5. All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.
6. All of the items mentioned in paragraph 5 above submitted to Pierce County should be printed both sides on recycled paper whenever practicable.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

Substantially the following additional provisions will be incorporated into any negotiated contract:

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

8. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work

will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence where the damages arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract and where the damages are caused by or result from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

14. Insurance Requirements

The insurance coverages specified in this paragraph (14.) are required unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons authorized by the State of Washington, professional liability insurance:

<u>Commercial Automobile Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Commercial General Liability</u>	Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence <u>OR</u> combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.
<u>Professional Liability Insurance</u>	Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by Pierce County. The Contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the Pierce County as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide Pierce County with adequate documentation of self insurance prior to performing any work related to this contract and treat the County as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain

insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.”

15. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

16. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

18. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

21. Disputes

a. General

Differences between the Contractor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
26. Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
27. Waiver of Non Competition:
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.
28. Survival:
The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.
29. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
30. Cooperative Purchasing. The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum. By ordering and providing service under terms of this contract to any other governmental agency or jurisdiction, the governmental agency and the Agency agree to indemnify, defend and hold harmless Pierce County and District Court from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

EXHIBIT C - CONTRACT COMPLIANCE FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES

It is the policy of Pierce County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Pierce County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d)), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. E-VERIFY DECLARATION

Pierce County requires that all businesses which contract with the County for contracts in excess of \$25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the County. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The County reserves the right to require a copy of the Memorandum of Understanding between the Prime or

any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Purchasing Department's website located at <http://online.co.pierce.wa.us/cfapps/EDocs/ViewDocument.cfm?did=95668&dnum=>

The Federal E-Verify Program is a web based application and can be accessed at www.dhs.gov/everify .

E. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of _____

As an authorized representative of the firm of __, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

BY: _____ DATE: _____

TITLE: _____

SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS

Check appropriate statement below:

- Our firm will perform all contracted scope of work tasks.**
- Our firm will subcontract a portion of the work tasks.** The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

Revised (6/99)

PERSONNEL WORKFORCE DATA FORM

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

PROJECT _____

PROJECT # _____

CONTRACT WORK HOURS (if applicable) _____

TYPE OF SERVICE PROVIDED _____

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other														
TOTALS														

E-VERIFY DECLARATION

Firm Name: _____

Proposal/Bid/Invitation/Solicitation No. _____

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. That the above named firm is currently enrolled in and using the E-Verify system implemented on March 1, 2010 as outlined in PCC 2.106.022 and will continue to use the E-Verify system for so long as work is being performed on the above named project.
2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.
3. I acknowledge that Pierce County reserves the right to require a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program at any time. Failure to provide the required Memorandum of Understanding within 10 days of request could lead to suspension of this contract.

Dated at _____ Washington

this _____ day of _____, 20_____

Signature _____

Printed Name _____

REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

STATE OF _____
COUNTY OF _____

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the County to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

Signature

Subscribed and sworn before me this ____ day of _____, 20__.

Printed Name

Notary Public in and for the State of _____
residing at _____.
My commission expires _____.

Firm

Address

UBI No: _____

(Area Code) Phone

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE PROPOSAL.

Rev. 03/03/14